

ORDINANCE NO. 14-05
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gresham ON THE
21st DAY OF November, 2005.

AN ORDINANCE TO AMEND ORDINANCE NUMBER
18-04, ADOPTING ALL FEES ASSOCIATED WITH THE
GOLF CLUB AT YANKEE TRACE AND PROVIDING
COMPENSATION FOR GOLF PROFESSIONALS.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

Section 1. Ordinance Number 18-04 is hereby amended with the bracketed portions deleted, and the italicized portions added.

Green Fees

Monday through Thursday

18 holes \$39.00 per person

Centerville resident \$33.00 per person

Junior \$25.00 per person

(17 & Under)

Friday, Saturday, Sunday, and holidays

18 holes \$47.00 per person

Centerville resident \$41.00 per person

Junior \$35.00 per person

Rain Check Policy

Due to inclement weather that may arise during play, rain checks may be issued to golfers to return at a future time. Based upon the amount of holes played, the following fees will be charged upon the golfer's return visit:

Number of holes played:	Rain check issued:	Charge on return visit:
up to 5 holes completed	18 holes	\$0
6-14 holes completed	9 holes	50% of 18 holes
15-18 holes completed	No rain check	

Golf car rain checks are issued for either 9 or 18 holes, whichever applicable.

Twilight Fees

In effect after 4:00 p.m., unless modified by the City Manager due to reduced daylight hours.

Base fee:	\$30.00 per person
Centerville resident	\$27.00 per person
Junior (17 & under)	\$19.00 per person
Golf car fee	\$9.00 per person

Golf Car Fees

18 holes	[\$14.00] \$12.00 per person
9 holes	[\$9.00] \$8.00 per person

Golf League Fees

9 hole league play \$200.00 per person for 8 weeks, including league dues. (*9 hole league fees do not include optional car at normal rates.*)

18 hole league play [~~\$259.00~~] \$264.00 per person for 8 weeks, plus \$25.00 league dues (*includes car*).

[(Fees do not include optional car at normal rates.)]

Practice Facility Fees

Practice balls	\$7.50 large bucket
	\$5.50 medium bucket
	\$3.00 small bucket

Locker Room Service

Annual fee	\$85.00
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Bag storage service

Annual fee	\$85.00
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Handicap Service

Annual fee	[\$25.00] \$30.00
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Rental Clubs

Rental fee	\$25.00 - 18 holes
	\$15.00 - 9 holes

Golf Instruction

Junior lesson	\$30.00
Individual lesson	\$50.00
Series of four lessons	\$175.00

Outdoor Golf Academy Programs

Associate Range	\$485.00 individual
Membership	\$285.00 plus spouse or child
	\$350.00 junior individual
<i>Fall Associate Range</i>	<i>\$200.00 (Sept. 1 - Dec. 31)</i>

Indoor Golf Academy Fee Schedule

Indoor driving range	\$ 5.00 per half hour
	\$ 8.00 per hour
[10 card pass	\$59.00 - 1 hour session
20 card pass	\$99.00 - 1 hour session]

Annual Fee Program

Centerville Resident –\$2,400.00 per person

Non-Resident –\$2,700.00 per person (subject to availability)

Couple Resident - \$3,899.00

Non-Resident Couple - \$4,399.00

Early-Bird Resident - \$1,850.00 per person (subject to availability)

Early-Bird Non-Resident - \$1,999.00 per person (subject to availability)

Annual Fee Program benefits include:

- Unlimited golf for one golf season (*does not apply to Early-Bird package*). *Early-Bird package includes golf on Friday, Saturday, Sunday, and holidays with tee times before 8:00 AM, and unlimited golf anytime on weekdays.*
- Golf car usage is at the applicable rate.
- Priority call-in starting times, 14 days in advance.
- Charge Card availability.
- 10% discount on all regularly priced golf shop merchandise.
- 50% discount on any individual Golf Academy Program.
- Private lockers.
- Secured bag storage, including full club services and personalized Yankee Trace bag tag.
- U.S.G.A. GHIN handicap provided.
- [Opportunity to purchase discount golf card which entitles recipient to twenty, 18 hole rounds of golf per season at Yankee Trace for use by immediate family. Centerville Resident - \$550.00 Non-Resident - \$645.00]

Executive Business Membership Program

Centerville Business Rate – \$4,500.00

Non-Centerville Business Rate- \$4,800.00

Executive Business Membership Benefits include:

- Unlimited golf privileges for two designees.
- Twenty-five complimentary rounds of golf for guests.
- [10% reduction on guest green fees.]
- [60 day advanced starting times for groups of 3 or more foursomes.]
- [Monthly invoicing for golf and dining requirements.]
- [\$150.00 per month food minimum per membership.]
- *Priority call-in starting times, 14 days in advance.*
- Private Locker and Bag Storage services.
- U.S.G.A. GHIN handicap provided.
- 10% discount on all regularly priced golf shop merchandise.
- 50% discount on all Golf Academy Programs.
- Up to two additional designees may be added to the membership for \$1,500.00 each.
- *All designees must be employees of the same company.*

Prepaid Round Certificate Program

25 Rounds - \$1,250.00

50 Rounds - \$2,360.00

Prepaid Round Certificate benefits include:

- *Unlimited golf privileges.*
- *Golf car usage included.*
- *Priority call-in starting times, 10 days in advance. Maximum of two tee times per day.*
- *10% discount on all regularly priced golf shop merchandise.*
- *Rounds are transferable.*

[2005] Weekday Only Annual Fee Membership

Centerville Resident – \$1,599.00

Non-Resident - \$1,799.00

The Annual Fee Program benefits for this special membership include:

- Good for play Monday through Thursday only.
- Unlimited golf for one year from the membership start date. Golf car usage is at the applicable rate.
- Priority call-in starting times, 14 days in advance.
- 50% discount on any individual Golf Academy [Range Pass] Program.
- U.S.G.A. GHIN handicap provided for a [\$25.00] \$30.00 fee.

Junior Annual Fee Membership

Centerville Resident Junior Rate- \$770.00

Non-Resident Junior Rate- \$820.00

- Unlimited golf for one golf season (not including golf car), with tee-time restrictions. Tee-Time restrictions are as follows:
 - Monday-Thursday, *anytime* [Tee-times may be made before 10:00 am and after 2:00 pm].
 - Friday, Saturday, Sunday, and Holidays, tee-times must be made after [2:00 pm] 12:00 pm.
 - [For Tee Times made outside the above time there will be a charge of \$11.00 weekdays and \$22.00 weekends and holidays.]
- Priority call-in starting times 7 days in advance.
- Complimentary private locker.
- Bag Storage Services provided for nominal fee (\$50.00).
- U.S.G.A. GHIN Handicap provided.
- 10% discount on all regularly priced golf shop merchandise.
- 25% discount on individual Junior Golf Academy Programs.
- Golf Instruction with PGA and LPGA Professionals available at \$30.00 per lesson.

The Vintage Course at Yankee Trace Fees

Green Fees

Monday through Thursday

9 Holes \$19.00

Resident \$16.00

Junior \$13.00

(ages 17 and under)

Friday, Saturday, Sunday and Holidays

9 Holes \$22.00

Resident \$19.00

Junior \$16.00

(ages 17 and under)

Golf Car Fees

9 Holes [~~\$9.00~~] *\$8.00*

League Fees

9 Hole league play \$149.00 per person for 8 weeks.

Annual Fee Program

Centerville Resident – [~~\$1,000.00~~] *\$600.00*

Non-Resident – [~~\$1,100.00~~] *\$675.00*

[Resident Couple - \$1,599.00]

[Non-Resident Couple - \$1,799.00]

Resident Family (2 adults and up to 2 children) - \$1,200.00

Non-Resident Family(2 adults and up to 2 children) - \$1,350.00

Junior Resident – [~~\$575.00~~] *\$475.00*

Junior Non-Resident – [~~\$615.00~~] *\$525.00*

Annual Fee Program benefits include:

- Unlimited golf for one golf season. Golf car usage is at the applicable rate.
- Priority call-in starting times, 14 days in advance.
- [Charge Card availability.]
- 10% discount on all regularly priced golf shop merchandise.
- [50%] 25% discount on any individual Golf Academy Program.
- Private lockers.
- [Secured bag storage, including full club services and personalized Yankee Trace bag tag.]
- [U.S.G.A. GHIN handicap provided.]

The Golf Club at Yankee Trace Refund Policy

[There will be a \$10.00 charge to cover all processing and check fees. Refunds will be received by the participant according to the City of Centerville's bill paying schedule. All refunds will be by check only. No cash refunds will be given at any time.] All refund requests should be submitted in writing and are subject to approval by the City Manager. Annual memberships are non-refundable and non-transferable.

Section 2.

That the following compensation be provided to Golf Professionals and any other position designated by the City Manager to assist in providing indoor and outdoor golf instruction:

- a. For indoor golf instruction, an amount not to exceed 50% of the gross lesson revenue generated by each professional, over a base amount of \$1500.00 a month. The \$1500.00 base may be adjusted by the City Manager, depending upon lesson volume.
- b. For outdoor golf instruction, an amount not to exceed [75%] 80% of the gross lesson revenue generated by each professional.
- c. This compensation will be subject to the standard pay deductions including Federal, State and Local Taxes, Medicare and the like.
- d. All fees for lessons shall be collected by the City and properly accounted for as golf operations revenues.

Section 3.

That the City Manager is hereby authorized, on behalf of the City of Centerville, to execute an Agreement between the City of Centerville and independent contractors (Golf Professionals) to provide golf lessons to patrons of The Golf Club at Yankee Trace, a copy of said Agreement is attached hereto, marked Exhibit "A" and incorporated herein.

Section 4.

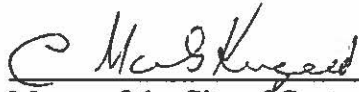
That the City Manager or his designee is hereby authorized to vary Course fees for the use of facilities at The Golf Club at Yankee Trace for group outings, special events, *and any course specials* deemed to be in the best interest of the golf club and shall establish any other fees or special charges not specifically provided for herein. The City Manager is further authorized to adjust levels of compensation for the administration of golf instruction by golf professionals, and any other position designated to assist in providing golf instruction at the golf course on a case-by-case basis.

Section 5.

The City Manager is hereby authorized to implement a program that permits non-residents who pay Centerville earnings tax to be eligible for Centerville resident golf rates.

Section [5] 6. This Ordinance goes into effect the earliest date allowed by law.

PASSED this 21st day of November, 2005.



Mayor of the City of Centerville, Ohio

ATTEST:

Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance Number 14-05, passed by the Council of the City of Centerville, Ohio, on the 21st day of November, 2005.

Debra A. James
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Scott Liberman
Municipal Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT made at Centerville, Ohio on the ____ day of _____ 2005 by and between _____ (hereinafter GOLF PRO) whose address is _____ and the CITY OF CENTERVILLE, an Ohio municipal corporation, 100 West Spring Valley Rd, Centerville, Ohio 45458-3579 (hereinafter CENTERVILLE).

WITNESSETH

WHEREAS, CENTERVILLE owns and operates a municipal golf course known as Yankee Trace; and

WHEREAS, one of the services provided to the patrons of Yankee Trace is the giving of golf lessons; and

WHEREAS, GOLF PRO represents to CENTERVILLE that he/she is a qualified teaching golf professional who is ready, willing, and able to provide golf lessons for the patrons of Yankee Trace;

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

Section 1. TERM This AGREEMENT shall commence upon the date of execution and shall remain in effect for the term of one (1) year; however, it shall be automatically renewed for additional one (1) year periods unless either party gives notice to the other of an election not to renew at least thirty (30) days prior to any expiration date and, provided, further, that either party may terminate same with or without cause at any time by giving thirty (30) days prior written notice to the other party.

Section 2. DUTIES At the request of the head golf professional at Yankee Trace or his/her designee, GOLF PRO shall undertake such golf lesson teaching services as may be assigned to him/her by the designated representative of Yankee Trace. While certain teaching tasks will be assigned to him/her by CENTERVILLE, GOLF PRO shall be solely responsible for the method employed and the time for carrying out the teaching services which, in any event, shall be performed in a competent manner and in full compliance with the provisions of any applicable rules and regulations of CENTERVILLE.

Section 3. COMPENSATION In consideration of his/her performance of teaching services as provided for herein, GOLF PRO shall be compensated at the rate of see Attachment "A" for Yankee Trace. Lesson payments shall be made through, and recorded by, the golf shop. Payment shall be made by CENTERVILLE to GOLF PRO based upon golf shop records, bi-weekly with payment to be due him/her by CENTERVILLE no later than the end of that week. In the event of termination as provided for herein, GOLF PRO shall only be entitled to compensation for services performed prior to the effective date of the termination.

Section 4. INDEPENDENT CONTRACTOR The parties hereto agree that pursuant to this AGREEMENT, GOLF PRO is an independent contractor and not an employee or partner of CENTERVILLE. As such, GOLF PRO is solely responsible for the payment of all applicable taxes including, but not limited to, applicable income taxes, self-employment tax, Medicare tax, worker's compensation, and unemployment compensation. Since GOLF PRO is an independent contractor and not an employee entitled to the protections afforded public employees under Ohio Revised Code Chapter 2744, CENTERVILLE shall cause GOLF PRO to be added as an additional insured on its liability insurance policy.

Section 5. PERSONAL SERVICE CONTRACT The parties agree that this AGREEMENT is, and is intended to be a "personal service contract" as provided in Ohio Revised Code Section 145.012 and as interpreted in Ohio Administrative Code Section 145-1-42 (A) (3). This AGREEMENT is and is intended to be a formal bilateral written contract between the parties as required by Section 145-1-45 (A) (2) (a). The parties further agree that since this is a personal service contract no Public Employees Retirement System deductions will be made from GOLF PRO's compensation nor paid to the Public Employees Retirement System of Ohio and in accordance with provisions of Ohio Administrative Code Section 145-1-45 (B) (2). As a personal service contract, the duties are personal to GOLF PRO and may not be assigned by him/her to any other person with the written consent of CENTERVILLE.

Section 6. MISCELLANEOUS This AGREEMENT represents the entire understanding between the parties. No amendment or modification shall be effective unless in writing signed by both parties. Any notices provided for herein shall be served in person or by mail to the address set forth in the first paragraph above until such time as either party has notified the other of a change of address.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first above written.

WITNESS:

CITY OF CENTERVILLE

BY: _____
Gregory B. Horn, City Manager

GOLF PRO Name: _____

Attachment A

Individual Lessons & Clinics up to 12 people

30% - Yankee Trace

70% - Instructor

Clinics of 13 people or more

30% - Yankee Trace

35% - Lead Professional

35% - Assisting Professional